

CITY OF ST. CHARLES

TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



DEPARTMENT: COMMUNITY DEVELOPMENT/PLANNING

PHONE: (630) 377-4443

FAX: (630) 377-4062

FAÇADE IMPROVEMENT GRANT APPLICATION

Instructions:

This packet contains information and documents needed to participate in the City of St. Charles Facade Improvement Program. Please read all documentation and forms carefully. Should you have any questions not answered in this packet, please call the Community Development Department's Planning Division at 377-4443.

Received Date

1. Applicant Information:	Name	Phone
	Home Address	Fax
	Business Address	Email
		Federal Tax ID#

2. Property Information	Address of Building for which the grant is sought:
	Property Identification Number (from property tax records):

3. Proposed Improvement(s) (Check all that apply)

☐ Canopy/Awning ☐ Tuck pointing/Masonry repairs ☐ Painting ☐ Ext. Lighting
☐ Windows/Doors ☐ Architectural feature restoration ☐ Masonry cleaning ☐ Signage
☐ Other proposed facade improvements (please specify) _____

☐ Rear entrance improvements (please specify) _____

Describe the scope and purpose of the work to be done: _____

Preliminary Cost Estimate: \$ _____

4. Statement of Understanding:

- A. I agree to comply with the guidelines and procedures of the St. Charles Facade Improvement Program.
- B. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts and contractors' final waivers of lien upon completion of the approved improvements before any reimbursement payment will be authorized.
- C. I understand that work done before a Facade Improvement Agreement is approved by the City Council is not eligible for a grant.
- D. I understand that Facade Improvement reimbursement grants are subject to taxation and that the City is required to report the amount and the recipient of said grants to the Internal Revenue Service.

Signature of Applicant: _____ Date: _____

If the applicant does not own the property, the owner(s) must complete the following:

I/We certify that I/we own the property at _____,
and that I/we have authorized the applicant to apply for a reimbursement grant under the City of St. Charles Facade Improvement Program and to undertake the approved improvements.

Signature of Owner(s): _____ Date: _____



St. Charles Façade Improvement Program – Step by Step Process

1. Review the **Program Description** to determine if the improvements you are considering are eligible.
2. Define the scope of your proposed improvements. This will probably include consulting with an architect or other appropriate design professional. For projects that do not need an architect, consult with a contractor.
3. Prepare this **application** including appropriate plans and descriptions.
4. Submit this application with the \$50 fee to the Planning Office, City of St. Charles, Two East Main Street, St. Charles, IL 60174-1984.
5. Attend a Historic Preservation Commission meeting to present your proposed improvements and to receive the Commission's review comments.
6. Revise plans if necessary and return to the Historic Preservation Commission for its recommendation.
7. Submit revised plans and your proposed Facade Improvement Agreement to the Planning Office.
8. Attend Planning & Development Committee meeting.
9. City Council approves the Facade Improvement Agreement.
10. Apply for a building permit through the Building & Zoning Office.
11. Obtain a Certificate of Appropriateness (COA) from the Historic Preservation Commission
12. Construct per approved plans and call Building & Zoning Office for scheduled inspections as required.
13. Finish construction.
14. Call the Building & Zoning Office at 377-4406 to schedule a final inspection.
15. Request reimbursement: Submit lien waivers, etc., to the Planning Office when project is complete.
16. Receive reimbursement check from City Finance Office.

ATTACHMENT A – FAÇADE IMPROVEMENT PROGRAM DESCRIPTION

1. Program Purpose

The St. Charles Facade Improvement Program is designed to promote the continued use and maintenance of commercial buildings in the downtown area. It is intended to help property owners and tenants to rehabilitate and restore the visible exterior of existing structures and to construct or enhance rear pedestrian entrances of buildings. Improvements must meet criteria for appropriateness of design. Reimbursement grants are provided to owners or tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality to downtown St. Charles.

2. Eligible Properties

To be eligible for a Facade Improvement Program reimbursement grant, a building must be used in whole or in part for commercial purposes and must be located within the target area. The target area coincides with Special Service Area #1B as designated by the City of St. Charles as shown in Exhibit A.

To be eligible for a reimbursement grant for rear entrance improvements to a building, the project must also meet all of the following criteria: a) The building must have an existing rear entrance or a location for a new rear entrance that is accessible to the public from a dedicated public street, alley or other right of way or from a parking lot or walkway that is owned or leased by the City or from other property that is encumbered by an easement granting public pedestrian access; and b) The rear entrance to be improved must provide public access to a business or businesses within the building.

3. Available Grants

A. Exterior Building Facade

Property or business owners are eligible to receive a reimbursement grant for architectural services of up to \$4,000 per facade. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved facade improvement will be reimbursed.

Property owners or business tenants who install at least \$1,000 of improvements are eligible to receive a matching grant to reimburse 50 percent of the cost of construction improvements and 100 percent of architectural fees, up to the maximum amounts established by the City Council. The maximum amount is \$10,000 per facade for construction and architectural fees combined. A facade is defined as a 30-foot wide span measured along the front or side of a building next to a public street. For building fronts or sides exceeding 30 feet, a pro rata amount will be applied.

B. Rear Entrance Improvements

Property or business owners are eligible to receive a reimbursement grant for architectural services up to \$4,000 per facade. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the City, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved rear entrance improvement will be reimbursed.

Property Owners or business tenants who install at least \$1,000 of improvements are eligible to receive a matching grant to reimburse 50 percent of the cost of construction improvements and 100 percent of architectural fees, up to the maximum amounts established by the City Council. The maximum amount is \$10,000 per building for construction and architectural fees combined.

Landscaping is an eligible improvement for rear entrance improvements only; however, reimbursement for landscaping shall be limited to a) not more than \$1,000 per building; b) only trees, shrubs and other perennial plants are eligible for reimbursement; and c) all landscape materials for which a reimbursement grant is provided shall be maintained in good condition by the property owner or business tenant for a minimum of five years, as set forth in Section 9 of this program description and as provided in the Facade Improvement Agreement.

3. Available Grants (continued)

The maximum amount of the reimbursement grant for a specific property will be set forth in a facade Improvement Agreement between the City and the property owner or tenant. If costs exceed the original estimates, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.

Reimbursement grants are subject to Federal and State taxes and are reported to the Internal Revenue Service on Form 1099. Property owners and tenants should consult their tax advisor for tax liability information.

4. a. Eligible Improvements

Exit Doors (exterior): installation, repair and replacement of exit doors and hardware to provide public access, or where current doors do not meet the building or fire codes or it will improve the overall appearance of the building.

Painting: painting of the exterior surface of the building

Shutters or Awnings: repair, replacement or addition of exterior shutters or awnings, (exceptions: mansard roofs, back-lit and or plastic awnings are not eligible for funding.)

Signs: repair or replacement

Stairs, Porches, Railings, Exits: repair, replacement or installation of exterior stairs porches, railings and exit facilities.

Walls: repair or rebuilding of exterior walls, including cleaning, sealing tuck pointing, painting, etc.

Windows: repair of frames, sills glazing, replacement of glass and installation of new windows.

Roofs: repair and re-roofing where the effects of the repair will be visible from a public street or public parking lot. In general, sloping roofs would qualify, flat roofs would not.

Walkways: sidewalks, pavers, plazas and other permanent improvements designed primarily for pedestrian use, only in conjunction with rear entrance improvements.

Landscaping: limited to perennial plantings, including trees and shrubs, only in conjunction with rear entrance improvements.

4. b. The following are NOT eligible for reimbursement grants through the Facade Improvement Program:

Building Permit fees and related costs

Title reports and legal fees.

Extermination of insects, rodents, vermin and other pests.

Private sidewalk replacement or repair except as specified in this Program Description in conjunction with rear entrance improvements.

Acquisition of land or buildings

Refinancing of existing debt.

Air conditioning and/or heating facilities

Plumbing

Sprinkler systems

Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign.

Elevator repair or installation

Interior floor or ceiling replacement or repair.

Working capital for business

“Sweat” equity.

Parking lot resurfacing

Landscaping, except as specified in this Program Description in conjunction with rear entrance improvements. (In no case will reimbursement grants be made for temporary, annual plantings.)

Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Historic Preservation Commission as an advisory body and approval or disapproval by the City Council. The Historic Preservation Commission and the City Council will consider the architectural appropriateness of

proposed improvements using the Design Guidelines established by the City Council. Improvements that are not architecturally appropriate as determined by the City Council upon recommendation of the Historic Preservation Commission are not eligible for a reimbursement grant. The Design Guidelines apply to all facade program projects, regardless of whether they are in the designated historic district.

5. Approval of Facade Improvement Agreement

Applications will be considered in the order in which they are received. In the event that the total amount of the potential reimbursement grants exceeds the amount budgeted for the program for that fiscal year, the applications that cannot be approved due to budget limitations will be carried over for consideration during the following fiscal year. Not more than one Facade Improvement Agreement shall be approved for a building in any fiscal year, and a Facade Improvement Agreement shall not be approved if a Facade Improvement grant was made for the same portion of the building within the previous three years.

6. Commencement of Work

After the Facade Improvement Agreement is approved by the City Council, recipients should next obtain a building permit and begin the proposed improvements. Do not start improvements before Agreement is approved by the City Council! You will not be reimbursed for work performed prior to City Council approval of the Facade Improvement Agreement.

7. Completion of Work

All improvements must be completed within 180 calendar days after the Facade Improvement Agreement is approved, unless otherwise authorized by the City of St. Charles.

8. Reimbursement Payments

Upon completion of the work, the owner or tenant must submit copies of all architect’s invoices, contractors’ statements, invoices, receipts and notarized final lien waivers to the Director of Community Development, as evidence that the owner or tenant has paid the architect and contractor(s). You should use the attached forms for the contractors’ statements and final lien waivers. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.

The Director of Community Development may authorize reimbursement to be made in two payments, if all of the following conditions are present: 1) The first partial payment may be made upon completion of work representing at least 40 percent of the amount specified in the Facade Improvement Agreement; 2) The architect’s invoices, contractors’ statements, invoices, notarized final lien waivers and proof of payment for the completed work have been submitted; 3) The remaining work is expected to be delayed for 30 days or more following the completion of the initial work due to weather, availability of materials or other circumstances beyond the control of the owner or tenant.

Reimbursement for architectural services will be made at the same time reimbursement is made for improvements, and only if a Facade Improvement Agreement has been approved by the City Council.

Architectural services may be reimbursed at the sole discretion of the City Council as follows: a) Concept plans and cost estimates prepared before approval of a Facade Improvement Agreement; b) Architectural construction drawings and specifications for the improvement to the extent required by the St. Charles Building Code,

prepared after City Council approval of a Facade Improvement Agreement; and c) Construction supervision conducted after City Council approval of the Facade Improvement Agreement.

Major changes or elimination of improvements must be approved by the City Council. Minor changes must be approved by the Director of Community Development. THIS IS A REIMBURSEMENT PROGRAM – YOU MUST PAY YOUR ARCHITECT, CONTRACTORS AND SUPPLIERS BEFORE YOU RECEIVE PAYMENT FROM THE CITY.

9. Alterations

The property owner and tenant shall be responsible for maintaining the facade and rear entrance improvements without alteration for five years unless approved by the Director of Community Development. A restrictive covenant limited alterations may be required by the City Council at the time of approval of the Facade Improvement Agreement.

**City of St. Charles
Facade Improvement Agreement**

THIS AGREEMENT, entered into this ____ day of _____, 200__, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: _____

Name of Business: _____

Tax ID#/Social Security # _____

Address (es) of Property to be Improved:

PIN Number(s): _____

WITNESSETH:

WHEREAS, the CITY has established a Facade Improvement Program for properties within the St. Charles Facade Improvement Business District ("District"); and

WHEREAS, said Facade Improvement Program is administered by the CITY with the advice of the Historic Preservation Commission and is funded from the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

WHEREAS, pursuant to the Facade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half (1/2) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such facade improvements up to a maximum of \$4,000 per facade or per building, as set forth herein, but in no event shall the total CITY participation exceed ten thousand dollars (\$10,000) per facade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand dollars (\$10,000) per building for eligible rear entrance improvements; and

WHEREAS, the OWNER/LESSEE's property is located within the Facade Improvement Business District, and the OWNER/LESSEE desires to participate in the Facade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to facade improvements to the front and side of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per facade as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per facade as defined herein.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent(50%) of such cost, and shall reimburse OWNER/LESSEE for 100 % of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed \$1,000 per building, and provided that the total reimbursement for rear entrance and related eligible improvements and architectural services shall not exceed ten thousand dollars(\$10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed \$_____ for facade improvements to the front and side of a building and related eligible improvements and \$_____ for improvements to rear entrance(s) of a building and related eligible improvements. The improvement costs which are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans,

design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within six months from the date of such approval.

SECTION 3: The Director of Planning and Development shall periodically review the progress of the contractor's work on the facade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by the Building Commissioner and Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Director of Planning and Development, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 40% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by CITY of the architect's

invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work and 3) upon a determination by the Director of Planning and Development that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Planning and Development to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Director of Planning and Development, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant, in a form substantially the same as Exhibit "II" hereto, at City's request.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or

expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the facade improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said facade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the facade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF ST. CHARLES

Mayor

ATTEST:

City Clerk

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF)

Gty# _____

Loan # _____

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the Owner/Lessee.

The undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois,
relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on
the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to
become due from the owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore
furnished or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under _____ hand _____ and seal _____
this _____ day of _____, _____.

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal
affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, partnership name should be used, partner
should sign and designate himself as partner.

STATE OF ILLINOIS)
) SS **CONTRACTOR’S AFFIDAVIT**
COUNTY OF)

The undersigned, being duly sworn, deposes and says that he is _____
of the _____
who is the contractor for the _____
work on the building located at _____
owned by _____.

That the total amount of the contract including extras is \$ _____ on which he has received
payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and
delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the
following are the names of all parties who have furnished materials or labor or both for said work and all parties having
contracts or subcontracts for specific portions of said work or for materials entering into the construction thereof and the
amount due or to become due to each, and that the items mentioned include all labor and materials required to complete
said work according to plans and specifications:

Names	What For	Contract Price	Amount Paid	This Payment	Balance Due
Total Labor & Materials to Complete _____					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person
for materials, labor or other work of any kind done or to be done upon or in connection with said work other than above
stated.

Signed this _____ day of _____, _____. Signature: _____

Subscribed and sworn before me this _____ day of _____, _____.

Signature: _____

STATE OF ILLINOIS)
) SS **SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER**
 COUNTY OF)

The affiant, (name) _____
 being first sworn on oath, deposes that he is (position) _____
 of (name, address, phone of firm) _____
 who is the contractor for (owner of premises) _____
 work on the building located at (address of premises) _____
 and performed (describe kind of work) _____

The purpose of said contract the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have or are doing labor on said improvements. That there is due and to become due them respectively, the amount set opposite their name for materials or labor as described. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Name/Address	Kind of Work	Amount of Contract	Retention (Incl. Current)	Net Previously Paid	Net Amount This Payment	Balance to Complete

Amount of Original Contract	\$ _____	Work Completed to Date	\$ _____
Extras to Contract	\$ _____	Less _____ % Retained	\$ _____
Total Contract & Extras	\$ _____	Net Amount Earned	\$ _____
Credits to Contract	\$ _____	Net Previously Paid	\$ _____
		Balance to Become Due \$	\$ _____
		(including Retention)	

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____ Position _____

Scribed and sworn to before me this _____ day of _____, _____

Notary Public _____

The above sworn statement should be obtained by the owner before each and every payment